

ORIGINAL

EJ-001



2005-0004555

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):
☒ Recording requested by and return to: (510) 622-2130
JANILL L. RICHARDS, Deputy Attorney General (SBN 173817)
California Attorney General's Office
1515 Clay Street, 20th Floor- P.O. Box 70550
OAKLAND, CA 94612-0550
☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

Recorded
Official Records
County Of
BUTTE
CANDACE J. GRUBBS
Recorder
ROSEMARY DICKSON
Assistant
09:02AM 25-Jan-2005

REC FEE .00
Travis
Page 1 of 69

NAME OF COURT: UNITED STATES DISTRICT COURT
STREET ADDRESS: 501 "I" STREET, SUITE 4-200
MAILING ADDRESS: 501 "I" STREET, SUITE 4-200
CITY AND ZIP CODE: SACRAMENTO, CA 95814
BRANCH NAME: EASTERN DISTRICT OF CALIFORNIA

FOR RECORDER'S USE ONLY

PLAINTIFF: STATE OF CALIFORNIA, ON BEHALF OF DEPT. OF TOXIC SUBSTANCES CONTROL
DEFENDANT: ALBERT CAMPBELL, ET AL.

ABSTRACT OF JUDGMENT ☐ Amended

CASE NUMBER:

CIV-S-93-604-FCD

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:
a. Judgment debtor's

Name and last known address
VICTOR MUSCAT TESTAMENTARY TRUSTS
C/O JERALD GREENBERG
P.O. BOX 8
ARMONK, NY 10504-0008

b. Driver's license No. and state: N/A

c. Social security No.: N/A

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

☒ Unknown

☒ Unknown

- e. ☐ Original abstract recorded in this county:
(1) Date:
(2) Instrument No.:

- f. ☒ Information on additional judgment debtors is shown on page two.

Date: January 13, 2005

JANILL L. RICHARDS
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. ☐ I certify that the following is a true and correct abstract of the judgment entered in this action.

b. ☒ A certified copy of the judgment is attached.

3. Judgment creditor (name and address):

California Department of Toxic Substances Control
8800 Cal Center Drive- Sacramento, CA 95826-3200

4. Judgment debtor (full name as it appears in judgment):

Victor Muscat Testamentary Trusts

6. Total amount of judgment as entered or last renewed:
\$ \$5,925,000

7. ☐ An ☒ execution lien ☐ attachment lien is endorsed on the judgment as follows:

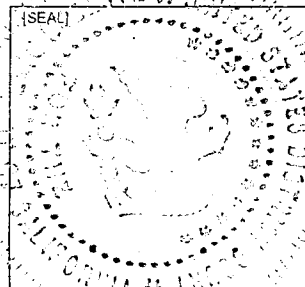
a. Amount: \$ Full property value- see judgment ¶ 5.2

b. In favor of (name and address):

California Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

5. a. Judgment entered on (date): June 14, 2004
b. Renewal entered on (date):
c. Renewal entered on (date):

8. A stay of enforcement has
a. ☒ not been ordered by the court.
b. ☐ been ordered by the court effective until (date):
9. ☐ This judgment is an installment judgment.



This abstract issued on (date) JAN 14 2005

Jack L. Wagner
Clerk, by

, Deputy

PLAINTIFF: STATE OF CALIFORNIA, ET AL.	CASE NUMBER CIV-S-93-604-FCD
DEFENDANT: ALBERT CAMPBELL, ET AL.	

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ESTATE OF VICTOR MUSCAT C/O DALE C. CAMPBELL WEINTRAUB GENSHLEA CEDIAK SPROUL 400 CAPITOL MALL, 11th FLOOR SACRAMENTO, CA 95814 </div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: N/A Social security No.: N/A Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>	14. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>
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11. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>	15. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>
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12. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>	16. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>
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13. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>	17. Name and last known address <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <div> Driver's license No. & state: Social security No.: Summons was personally served at or mailed to (address): </div> <div style="text-align: right;"> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </div> </div>
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18. ☐ Continued on Attachment 18.

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: *State of California v. Albert Campbell, et al.*

No.: **CIV-S-93-604-FCD-JFM**

I, Tanisha Marshall declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

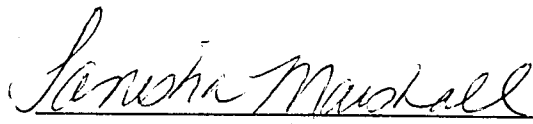
On January 13, 2005, I served the attached **ABSTRACT OF JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 1515 Clay Street, Suite 2000, Oakland, California 94612-1413, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on January 13, 2005, at Oakland, California.

TANISHA MARSHALL

Declarant


Signature

State of California, et al. v. Albert Campbell, et al.
Service List (20th Street Site)

[VICTOR H. MUSCAT]

Victor H. Muscat
3830 Bonnyvale Road
Brattleboro, VT 05301-8205

[ESTATE DEFENDANTS]

Dale C. Campbell, Esq.
Weintraub Genshlea Chediak & Sproul
400 Capitol Mall, 11th Floor
Sacramento, CA 95814

[WESTERN RESOURCES, INC.]

Philip Hunsucker
Brian Zagon
Resolution Law Group, P.C.
3717 Mount Diablo Boulevard, Suite 200
Lafayette, CA 94549

[VIC, INC.]

Craig C. Allison, Esq.
Stevens & O'Connell, LLP
400 Capitol Mall, Suite 1450
Sacramento, CA 95814

**[TUPACK VERPACKUGEN
GESELLSCHAFT, m.b.H.]**

J. Hayes Kavanagh
Kavanagh Maloney & Osnato LLP
415 Madison Avenue
New York, NY 10017

**[SCOTT McGOWAN, EXECUTOR
OF THE ESTATE OF CLAY
McGOWAN,
AND FAYE McGOWAN]**

Michael T. Shepherd, Esq.
Richard L. Crabtree
Shepherd & Crabtree
1367 East Lassen Ave., Suite 1
Chico, CA 95973

Courtesy Copies:

**[LOUISIANA PACIFIC
CORPORATION]**

Kerry E. Shea
Thelen Reid & Priest
101 Second Street, Suite 1800
San Francisco, CA 94105-3601

**[For Commercial Union (through Victor
Entity policies)]**

Edward T. Clifford
Greve, Clifford, Wengel & Paras
2870 Gateway Oaks Drive, Suite 210
P.O. Box 2469 (95812-2469)
Sacramento, California 95833-4324

**[For Ace/INA Holdings (through Victor
Entity policies)]**

Deborah A. Aiwasian
Berman & Aiwasian
725 Figueroa Street, Suite 1050
Los Angeles, California 90017

**[For The Hartford Insurance Company
(through Victor Entity policies)]**

Michael Ellison
Smith, Deverich, Ellison & Harraka
19900 MacArthur Boulevard, Suite 700
Irvine, CA 92612

DATE: January 13, 2005

ORIGINAL

FILED

JUN 14 2004

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY _____
DEPUTY CLERK

BILL LOCKYER, Attorney General
of the State of California
THEODORA BERGER
Assistant Attorney General
KEVIN JAMES, State Bar No. 111103
G. LYNN THORPE, State Bar No. 112122
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1515 Clay Street, 20th Floor
Oakland, California 94612-1413
Telephone: (510) 622-2100
Fax No.: (510) 622-2270

Attorneys for Plaintiff State of California on behalf of
California Department of Toxic Substances Control

LOGGED

JUN - 8 2004

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

STATE OF CALIFORNIA, on behalf of the
California Department of Toxic Substances Control,

Plaintiff,

v.

ALBERT CAMPBELL, Executor of the ESTATE OF
VICTOR MUSCAT; ROBERT TIBERIIS, Executor
of the ESTATE OF VICTOR MUSCAT; WESTERN
RESOURCES, INC., as Receiver of the VICTOR
MUSCAT TESTAMENTARY TRUSTS; VIC, Inc.,
a New Jersey corporation; TUPACK
VERPACKUNGEN GESELLSCHAFT m.b.H., an
Austrian corporation; SCOTT MCGOWAN,
Executor of the ESTATE OF CLAY MCGOWAN;
FAYE MCGOWAN, an individual; the CITY OF
CHICO; MIDDLETON MOULDING COMPANY, a
California Corporation; SIERRA PACIFIC
INDUSTRIES, a California corporation; GERALD
RICHTER and LINDA RICHTER, individuals;
VICTOR INDUSTRIES CORPORATION, a Florida
corporation; VICTOR METAL PRODUCTS
CORPORATION, a Delaware corporation; and
VICTOR INDUSTRIES CORPORATION OF
CALIFORNIA, a California corporation,

Defendants.

AND RELATED CROSS-ACTIONS AND THIRD-
PARTY ACTIONS

No. CIV-S-93-604 FCD JFM

SETTLEMENT AGREEMENT
AND CONSENT DECREE RE
20TH STREET SITE

I hereby certify that the annexed
instrument is a true and correct copy of
the original on file in my office.

ATTEST: JACK L. WAGNER

Clerk, U. S. District Court
Eastern District of California

By _____ Deputy Clerk

Dated 1/7/05

SETTLEMENT AGREEMENT AND CONSENT DECREE RE 20TH STREET SITE

1381

INTRODUCTION

Plaintiff, the State of California on behalf of the California Department of Toxic Substances Control ("DTSC"), has filed a Fourth Amended Complaint (the "Complaint") in the United States District Court for the Eastern District of California (the "Court"), pursuant to, among other things, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the California Hazardous Substance Account Act ("HSAA"), California Health and Safety Code §§ 25300 et seq.; and state nuisance law. The Complaint alleges claims for relief relating to two sites in Chico, California, the "Airport Site" (resolved by the Settlement Agreement and Consent Decree entered September 19, 2002) and the "20th Street Site" (defined below).

The first, second and third claims for relief in the Complaint pertain solely to the 20th Street Site; the seventh claim for relief pertains to both the Airport Site and the 20th Street Site. Together, the first, second, third and seventh claims for relief name as defendants Albert Campbell ("Campbell"), an executor of the Estate of Victor Muscat; Robert Tiberiis ("Tiberiis"), an executor of the Estate of Victor Muscat; and Marjorie Tackman and Alan Tackman, representatives of the Estate of Charles Tackman ("Tackman Estate"). DTSC has voluntarily dismissed all claims against Campbell and Tiberiis in their individual capacities and against the Tackman Estate. Campbell and Tiberiis in their representative capacities will be referred to, collectively, as "Estate Defendants." The first, second, third and seventh claims also name as defendants Western Resources, Inc., as Receiver for the Victor Muscat Trusts (the testamentary trusts created by the last will and testament of Victor Muscat), U/C/O Reaffirmed April 5, 1995 ("WRI"); VIC, Inc., a New Jersey corporation; Tupack Verpackungen Gesellschaft m.b.H. ("Tupack"), an Austrian corporation; Scott McGowan, as the executor of the Estate of Clay McGowan ("McGowan Estate"); Faye McGowan; Victor Industries Corporation ("Victor Industries-Florida"), a Florida corporation; Victor Metal Products Corporation ("Victor Metal"), a Delaware corporation; and Victor Industries Corporation of California ("Victor Industries"), a California corporation. The defendants listed in this paragraph will be referred to, collectively, as "Defendants." DTSC's fourth, fifth and six claims for relief pertain solely to the Airport Site.

1 Certain Defendants filed cross-complaints seeking contribution and/or
2 indemnification for costs related to the 20th Street Site. These third party defendants include
3 Victor Industries Corporation of California, a Delaware corporation; Victor Industries
4 Corporation, a New York corporation; United American Metals Eastern Division, a business
5 entity of unknown form; United American Metals Corporation, a New York corporation; United
6 American Metals Corporation of Illinois, an Illinois corporation; Eclipse Tube Company, a New
7 York corporation; U.S. Can Corporation, a Delaware corporation; Gorman Metals Company, a
8 California corporation; Victor Management Company, an Arkansas corporation, White Metal
9 Specialties Corporation, a New York corporation; and Victor Metal Products Corporation, a New
10 York corporation. These entities, and any other entity in which Victor Muscat owned 5% or
11 more of the stock, or of which Victor Muscat was an officer or director, and which owned or
12 operated at the Site, hereinafter shall be referred to as the "Victor Entities." Third party
13 defendants also include Victor H. Muscat ("Muscat"), son of Victor Muscat. Cross-complaints
14 pertaining to any other person or entity not named in this paragraph are not encompassed within
15 or resolved by this Settlement Agreement and Consent Decree.

16 DTSC, the Defendants and Muscat have reached an agreement which, if approved
17 by this Court, would settle all claims in this action relating to the 20th Street against the
18 Defendants, the Victor Entities and Muscat. DTSC, the Defendants and Muscat now enter into
19 this Settlement Agreement and Consent Decree ("Consent Decree"), and move the Court to
20 approve it and enter it as a consent decree of the Court, in order to settle all claims against the
21 Defendants, the Victor Entities and Muscat relating to the 20th Street Site on the terms and
22 conditions set forth below.

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DEFINITIONS

1
2 A. All terms used in this Consent Decree that are defined in section 101 of
3 CERCLA, 42 U.S.C. § 9601, shall have the same meaning set forth in that section.

4 B. "Attributable," as used in this Consent Decree, shall have its generally-
5 accepted meaning, and shall include, but not be limited to, attribution based in any way upon the
6 ownership, operation, leasing or occupation of, or involvement at, the Site.

7 C. "DTSC," as used in this Consent Decree, shall mean DTSC; its
8 predecessors including, but not limited to, the Toxic Substances Control Program of the State of
9 California Department of Health Services; and its successors.

10 D. "IRAW," as used in this Consent Decree, shall mean the Draft Final
11 Interim Remedial Action Workplan submitted by WRI to DTSC in March 2003.

12 E. The "20th Street Site" or "Site," as used in this Consent Decree, shall refer
13 to 365 and 395 East 20th Street, Chico, Butte County, California, and to any place nearby 365 and
14 395 East 20th Street where perchloroethylene ("PCE") or trichloroethylene ("TCE") released at or
15 from 365 East 20th Street and/or 395 East 20th Street, or any hazardous substance-breakdown
16 product of PCE or TCE, has come to be deposited. Legal descriptions of 365 and 395 East 20th
17 Street, Chico, are attached as Exhibit A and are incorporated herein by this reference.

18 F. "Response Costs", as used in this Consent Decree, shall include all costs
19 of "removal," "remedial action" or "response" (as those terms are defined by section 101 of
20 CERCLA), incurred or to be incurred by DTSC in response to the release and threatened release,
21 described in the IRAW, of PCE or TCE at the Site, or in response to any other release of
22 hazardous substances at the Site, to the extent that the release is attributable to Victor
23 Industries-Florida, Victor Metal, Victor Industries, the Victor Entities or VIC, Inc. Said term
24 shall include, but not be limited to, direct labor costs; contractor, consultant and expert costs;
25 travel and any other out-of-pocket expenses; the costs of identifying, developing evidence
26 against, and pursuing claims against persons or entities liable for the release or threatened release
27 of hazardous substances at the Site; indirect costs; oversight costs; applicable interest charges;
28 and attorneys' fees.

1 G. "Party" or "Parties", as used in this Consent Decree, shall mean one or all
2 of the parties to this Consent Decree, as indicated by the context in which that term is used.

3 RECITALS

4 A. DTSC is the California state agency with primary jurisdiction over the
5 response to the release and threatened release of hazardous substances at the Site.

6 B. DTSC began to investigate the release and threatened release of hazardous
7 substances at the Site in or about 1986. Subsequent investigation of the soil at, and the ground
8 water beneath, the Site revealed the presence of TCE in soil and/or ground water. TCE is a
9 "hazardous substance" within the meaning of 42 U.S.C. § 9601(14).

10 C. Under DTSC's supervision, pursuant to the Court's injunction and order of
11 August 5, 1993, and consistent with DTSC's May 1992 Imminent or Substantial Endangerment
12 Determination and Remedial Action Order, WRI installed a drinking water line to the Stanley
13 Park subdivision (which was in operation by June 1994); submitted a Remedial
14 Investigation/Feasibility Study Workplan in January 1994; and submitted a Final Draft Remedial
15 Investigation Report and a Feasibility Study Report in October 1994, which DTSC approved in
16 November 1994. WRI conducted quarterly ground water sampling until December 1994. WRI
17 completed one additional round of ground water sampling in June 1997 and some additional
18 sampling in 1999. Pursuant to a Stipulation and Order of this Court dated September 22, 2000,
19 WRI performed additional characterization work at the Site, including installing additional
20 ground water monitoring wells, conducting additional sampling and installing three extraction
21 and treatment wells. In addition, WRI submitted the IRAW to DTSC in March 2003. The
22 section of the IRAW entitled "Background" is attached to this Consent Decree as Exhibit B and
23 incorporated by reference.

24 D. DTSC has incurred, and will continue to incur, Response Costs conducting
25 and supervising activities in response to the release and threatened release of hazardous
26 substances at the Site. Those activities have included and will include supervision of soil and
27 ground water sampling at the Site and completion of the interim and final Site remedies.

28 E. The first, second, third and seventh claims for relief in the Complaint

1 allege, among other things:

2 1. that each of the Defendants (or its predecessor) currently owns
3 and/or operates 365 and 395 East 20th Street, Chico, California, or owned and/or operated at 365
4 and 395 East 20th Street, Chico, California at a time when hazardous substances were released or
5 threatened to be released at or from it;

6 2. that hazardous substances were released or threatened to be
7 released at the Site;

8 3. that removal and remedial action was and is necessary to remove
9 and remedy the hazardous substances released and threatened to be released at the Site;

10 4. that DTSC has incurred Response Costs conducting and
11 supervising removal and/or remedial activities in response to the release and threatened release of
12 hazardous substances at the Site;

13 5. that each of the Defendants is jointly and severally liable to DTSC
14 for all of its unreimbursed Response Costs;

15 6. that each of the Defendants is jointly and severally liable for
16 conducting all activities necessary to remedy the release of hazardous substances at the Site;

17 7. that the presence of hazardous substances in the soil of, and the
18 ground water beneath, the Site constitutes a public nuisance;

19 8. that each of the Defendants is responsible for causing, contributing
20 to, or maintaining that public nuisance; and

21 9. that each of the Defendants is liable for abating that public
22 nuisance.

23 F. The Complaint seeks to recover all unreimbursed Response Costs that
24 have been and will be incurred by DTSC, and certain declaratory and injunctive relief.

25 G. Each of the Parties represents and acknowledges that, in deciding whether
26 to enter into this Consent Decree, it has not relied on any statement of fact, statement of opinion,
27 or representation, express or implied, made by any other Party. Each of the Parties (other than
28 Tupack) acknowledges that it has been informed by Tupack that (1) Tupack formed a "Tupack

1 USA, Inc." in Delaware on March 8, 2001, of which Tupack has at all times been the sole
2 shareholder thereof, and that said corporation has never had assets in excess of \$1,000;
3 and (2) in 2002 Tupack entered into a warehouse/service arrangement with a
4 service provider in the State of New Jersey, since which time Tupack has maintained a supply of
5 its products at such facility. Each of the Parties has investigated the subject matter of this
6 Consent Decree to the extent necessary to make a rational and informed decision to execute it
7 and has consulted independent counsel.

8 H. This Consent Decree was negotiated and executed by the Parties in good
9 faith to avoid prolonged and complicated litigation. DTSC, moreover, has negotiated and
10 executed this Consent Decree to further the public interest.

11 * * * * *

12 The Court, on the motion and with the consent of each of the Parties, hereby
13 ORDERS, ADJUDGES AND DECREES as follows:

14 1. **JURISDICTION AND VENUE**

15 1.1 The Court has subject matter jurisdiction over the matters alleged in this
16 action pursuant to 28 U.S.C. section 1331 and 42 U.S.C. section 9613(b). Venue is appropriate
17 in this district pursuant to 42 U.S.C. section 9613(b). The Court, further, has the authority to
18 enter this Consent Decree as a consent decree of the Court. While for purposes of this Consent
19 Decree, personal jurisdiction is not disputed, nothing in this Consent Decree will prejudice,
20 waive, or impair any properly-preserved right to assert lack of personal jurisdiction in any other
21 or further legal proceeding.

22 2. **SETTLEMENT OF DISPUTED CLAIMS**

23 2.1 This Consent Decree represents a fair, reasonable and equitable settlement
24 of the matters addressed herein.

25 2.2 This Consent Decree does not constitute an admission by the Defendants,
26 the Victor Entities or Muscat of any of the allegations of the Complaint, including those
27 allegations pertaining to the 20th Street Site. Nothing in this Consent Decree shall be construed
28 as an admission of any issue of law or fact or of any violation of law.

1 2.3 Except as set forth in section 8 of this Consent Decree, nothing in this
2 Consent Decree shall prejudice, waive, or impair any right, remedy or defense that the
3 Defendants, the Victor Entities and Muscat may have in any other or further legal proceeding.
4 Nothing in this section shall affect the covenant not to sue effected by section 7.1 of this Consent
5 Decree.

6 2.4 Each Party shall bear the litigation costs and attorneys' fees it has incurred
7 in connection with the litigation of the first, second and third claims for relief in the Complaint,
8 those portions of the seventh claim for relief in the Complaint that concern the 20th Street Site,
9 and all cross-claims and third-party claims relating to the 20th Street Site.

10 3. PAYMENT OF DTSC'S RESPONSE COSTS

11 3.1 Within thirty (30) days of the Court's approval and entry of this Consent
12 Decree as a consent decree of the Court, DTSC shall be paid the sum of \$5,925,000 towards past
13 Response Costs incurred by DTSC and Response Costs that will be incurred by DTSC in the
14 future. This payment shall be made by or on behalf of certain of the Defendants and Victor
15 Entities.

16 3.2 The payment required by section 3.1, above, shall be made by certified or
17 cashier's check made payable to Cashier, California Department of Toxic Substances Control,
18 and shall bear on its face both the docket number of this proceeding and the phrase "Site Code
19 100178." That payment shall be sent to:

20 Department of Toxic Substances Control
21 Accounting/Cashier
22 400 P Street, 4th Floor
23 P.O. Box 806
24 Sacramento, CA 95812-0806

25 A copy of the check shall be mailed to:

26 James Tjosvold, P.E., Chief
27 Northern California – Central Cleanup Operations Branch
28 Department of Toxic Substances Control
29 8800 Cal Center Drive
30 Sacramento, CA 95826-3200

31 ///

32 ///

1 4. **RIGHT TO OPERATE EXISTING MONITORING WELLS**

2 4.1 By executing this Consent Decree, all Parties agree that DTSC will obtain
3 unrestricted access to and the right to operate and maintain all existing monitoring wells, to the
4 extent that such access or right is possessed by the Parties, or any of them.

5 4.2 Neither WRI nor the Estate Defendants own the existing monitoring wells
6 previously installed at, or for investigation of, the Site.

7 5. **RESTRICTIONS ON USE OF AND SALE OF PROPERTY**

8 5.1 In consideration for the covenants not to sue effected by sections 7 and 8
9 of this Consent Decree, WRI and the Estate Defendants, to the extent of their respective
10 ownership interests, if any, agree to the imposition of restrictions on the future use of the real
11 property set forth in the Covenant to Restrict Use of Property (the "Covenant"), attached hereto
12 as Exhibit C and incorporated by reference, and further agree to execute the Covenant upon the
13 Court's entry of this Consent Decree as a consent decree of the Court. In addition, any contract
14 for sale of said property shall include as a term that the buyer will allow DTSC reasonable access
15 to the property to conduct characterization and/or remediation of the Site.

16 WRI and the Estate Defendants agree that they will not seek from DTSC, the other
17 Defendants, the Victor Entities or Muscat any consideration or compensation for their execution
18 of the Covenant apart from the covenants not to sue effected by sections 7 and 8 of this Consent
19 Decree, and hereby waive any right, claim or cause of action for any such consideration or
20 compensation.

21 5.2 On entry of this Consent Decree as a consent decree of the Court, DTSC
22 will obtain an abstract of judgment and record it with the Butte County Recorder's Office. WRI
23 and Estate Defendants agree that DTSC will thereby obtain a lien against the real property at 365
24 and 395 East 20th Street and will be entitled to the proceeds of any sale of that property. WRI
25 and Estate Defendants agree that any lien held by them will be subordinated to DTSC's lien.
26 In DTSC's view, it is in the public's interest that the property be sold within a reasonable time
27 after entry of this Consent Decree. Accordingly, DTSC reserves its right to file a motion in
28 Superior Court, Judicial District of Stamford/Norwalk at Stamford requesting an order that the

1 property be sold on reasonable terms and within a reasonable time after entry of this Consent
2 Decree. WRI and/or Estate Defendants agree to inform DTSC of the terms of all offers to buy
3 the real property at 365 and 395 East 20th Street. After being fully informed of any such offer,
4 DTSC shall have ten (10) days to submit objections to the terms of sale, including the sale price,
5 to the Superior Court, Judicial District of Stamford/Norwalk at Stamford.

6 6. **RESERVATION OF RIGHTS**

7 6.1 Except as expressly provided in this Consent Decree, nothing in the
8 Consent Decree is intended, nor shall be construed, to preclude DTSC from exercising its
9 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is
10 intended, nor shall be construed, to preclude any state agency, department, board or entity, other
11 than DTSC, or any federal or local agency, department, board or entity, from exercising its
12 authority under any law, statute or regulation.

13 7. **COVENANT NOT TO SUE BY DTSC**

14 7.1 Conditioned upon the Defendants' payment of the amount specified in
15 section 3, DTSC covenants not to sue the Defendants pursuant to CERCLA, pursuant to the
16 HSAA, or pursuant to any other statute or regulation or common law theory, to: (1) recover
17 DTSC's Response Costs; or (2) require the Defendants to conduct removal or remedial activities
18 (a) in response to the release or threatened release, described in the IRAW, of PCE or TCE at the
19 Site, or (b) in response to any other release of hazardous substances at the Site to the extent that
20 the release is attributable to Victor Industries-Florida, Victor Metal, Victor Industries, the Victor
21 Entities or VIC, Inc.

22 7.2 Upon the Defendants' payment of the amount specified in section 3, this
23 Consent Decree constitutes and will be treated as a full and complete defense to, and forever will
24 be a complete bar to, the commencement or prosecution of any claims, causes of action or forms
25 of relief described in section 7.1.

26 7.3 The covenant not to sue set forth in section 7.1, above, does not pertain to
27 any matters other than those expressly specified therein. DTSC reserves, and this Consent
28 Decree is without prejudice to, all rights, claims and causes of action that DTSC may have with

1 respect to all other matters.

2 8. **COVENANTS NOT TO SUE BY DEFENDANTS, THE VICTOR**
3 **ENTITIES AND MUSCAT**

4 8.1 The Defendants covenant not to sue, and agree not to assert any claims or
5 causes of action against DTSC, or its contractors or employees, for any costs or damages they
6 might incur, or for any injuries or losses they might suffer, as a result of any DTSC response
7 activity in connection with the Site. The Defendants further covenant not to sue, and agree not to
8 assert any claims or causes of action against, DTSC, or its contractors or employees, to recover
9 any costs they have incurred conducting removal or remedial activities at and for the Site.

10 8.2 The Defendants covenant not to sue and agree not to assert any claims or
11 causes of action against each other (a) arising out of or related to the release or threatened
12 release, described in the IRAW, of PCE or TCE at the Site, or (b) arising out of or related to any
13 other release of hazardous substances at the Site to the extent that the release is attributable to
14 Victor Industries-Florida, Victor Metal, Victor Industries, the Victor Entities or VIC, Inc.

15 9. **EFFECT OF CONSENT DECREE**

16 9.1 This Consent Decree constitutes the resolution of the Defendants' liability
17 to DTSC in a judicially-approved settlement within the meaning of section 113(f)(2) of
18 CERCLA, 42 U.S.C. section 9613(f)(2). This Consent Decree requires certain Defendants to
19 make a significant contribution towards DTSC's past and future Response Costs, which will be
20 used in part to effect a remedy at the Site.

21 9.2 Accordingly, upon entry of this Consent Decree as a consent decree of the
22 Court:

23 9.2.1 The Defendants, the Victor Entities and Muscat shall be entitled to
24 protection against all claims for contribution, pursuant to section 113(f)(2) of CERCLA, 42
25 U.S.C. § 9613(f)(2), for the "Matters Addressed" by this Consent Decree, to the fullest extent
26 permitted by law. The "Matters Addressed" by this Consent Decree are all actions taken or to be
27 taken by DTSC, by any of the Defendants, the Victor Entities or Muscat, or by anyone not a party
28 to this Consent Decree, in response to the release or threatened release, described in the IRAW,

1 of PCE or TCE at the Site, and in response to any other release of hazardous substances at the
2 Site, to the extent that the release is attributable to Victor Industries-Florida, Victor Metal,
3 Victor Industries, the Victor Entities or VIC, Inc., and all costs incurred or to be incurred by
4 DTSC, by any of the Defendants, the Victor Entities or Muscat, or by anyone not a party to this
5 Consent Decree, in response to said releases or threatened releases.

6 9.2.2 Without limiting section 9.2.1 hereof, this Consent Decree shall, to
7 the fullest extent permitted by law, prevent the Defendants, the Victor Entities or Muscat from
8 being held liable to anyone not a Party to this Consent Decree for any claims for contribution,
9 indemnity or the like, asserted under any federal, state or common law, arising out of or related to
10 any response, cleanup, removal or remedial actions or costs, which anyone not a Party to this
11 Consent Decree may take, incur or defray at any time in response to the release or threatened
12 release, described in the IRAW, of PCE or TCE at the Site, and in response to any other release
13 of hazardous substances at the Site, to the extent that the release is attributable to Victor
14 Industries-Florida, Victor Metal, Victor Industries, the Victor Entities or VIC, Inc.

15 9.3 Except as specifically provided in this Consent Decree, nothing in this
16 Consent Decree is intended, nor shall be construed, to waive, release or otherwise affect any
17 right, claim or cause of action held by any Party against, or to provide a covenant not to sue to,
18 anyone not a party to this Consent Decree, or to in any way limit, restrict, or impair the right of
19 any Party to assert rights, claims, causes of actions and defenses against anyone not a party to this
20 Consent Decree. Except as specifically provided in this Consent Decree, the Parties expressly
21 reserve any rights, claims, or causes of actions they might have against anyone not a party to this
22 Consent Decree.

23 9.4 This Consent Decree shall apply to and be binding upon all Parties and
24 each of their respective successors and assigns. This Consent Decree shall inure to the benefit of
25 all Parties and each of their respective insurers, successors and assigns. This Consent Decree
26 shall apply to, bind and inure to the benefit of the Victor Muscat Trusts. The Consent Decree is
27 not intended to and does not confer any benefit upon any individual or entity not a Party or
28 specifically described in this paragraph.

10. NOTIFICATION

Notification to or communication among the Parties as required or provided for in any section of this Consent Decree, other than section 3, shall be addressed as follows:

As to DTSC:

James Tjosvold, P.E., Chief
Northern California – Central Cleanup Operations Branch
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

As to Campbell, Tiberiis, and the Tackman Estate:

Dale C. Campbell, Esq.
Weintraub Genshlea Cediak Sproul
400 Capitol Mall, 11th Floor
Sacramento, CA 95814

As to WRI:

Philip C. Hunsucker, Esq.
Brian L. Zagon, Esq.
Resolution Law Group, P.C.
3717 Mount Diablo Boulevard, Suite 200
Lafayette, CA 94549

- and -

David W. Schneider, Esq.
Tyler Cooper & Alcorn, LLP
205 Church Street
P. O. Box 1936
New Haven, CT 06509-1910

- and -

Western Resources, Inc.
c/o Jerald Greenberg
P. O. Box 8
Armonk, NY 10504-0008

As to VIC, Inc.:

Craig C. Allison, Esq.
Stevens and O'Connell
400 Capitol Mall, Suite 1450
Sacramento, CA 95814

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1 As to Tupack:

2 J. Hayes Kavanagh, Esq.
3 Kavanagh Maloney & Osnato LLP
4 415 Madison Avenue
New York, NY 10017

5 As to the McGowan Estate and Faye McGowan:

6 Michael T. Shepherd, Esq.
7 Law Offices of Michael T. Shepherd
1367 East Lassen Avenue, Suite 1
8 Chico, CA 95973

9 As to Victor H. Muscat:

10 Victor H. Muscat
972 Putney Road, PMB 151
11 Brattleboro, VT 05301

12 11. **MODIFICATION OF SETTLEMENT AGREEMENT AND**
13 **CONSENT DECREE**

14 This Consent Decree may only be modified upon the written approval of the
15 Parties and the Court.

16 12. **AUTHORITY TO ENTER**

17 Each signatory to this Consent Decree certifies that he or she is fully authorized
18 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the
19 party represented and legally to bind that party.

20 WRI has the power, after approval by the Superior Court for the State of
21 Connecticut, to bind the Victor Muscat Trusts. By executing this Consent Decree, WRI intends
22 to and does bind the Victor Muscat Trusts to the terms and conditions of this Consent Decree.

23 Defendants Victor Industries-Florida, Victor Metal, and Victor Industries, and the
24 Victor Entities, all defunct corporations without officers or directors, were served in this action
25 by service on the Secretary of State. To date, no person with authority to sign on behalf of these
26 corporations has been identified. Accordingly, on the Court's approval and entry of this consent
27 decree as a Consent Decree of the Court, Victor Industries-Florida, Victor Metal, Victor
28 Industries, and the Victor Entities shall be deemed signatories and Parties to the Consent Decree.

13. INTEGRATION

This Consent Decree, including the exhibits and other materials incorporated herein by reference, constitutes the entire agreement between DTSC and each of the Defendants, between DTSC and each of the Victor Entities, and between DTSC and Muscat, and may not be amended or supplemented except as provided for in this Consent Decree. There are, or may be, other agreements among some or all of the Defendants, the Victor Entities, and Muscat, or their respective insurers. No agreement entered into by some or all of the Defendants, the Victor Entities, and Muscat, or their respective insurers, other than this Consent Decree, shall be evidence of the proper construction or effect of this Consent Decree.

14. RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

15. EXECUTION OF DECREE

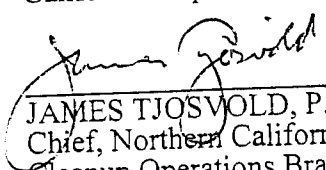
This Consent Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. APPROVALS OF PARTIES

Plaintiff State of California, on behalf of DTSC, consents to this Consent Decree by its duly authorized representative as follows:

STATE OF CALIFORNIA, on behalf of the
California Department of Toxic Substances Control

Dated: May 4, 2004


JAMES TJOSVOLD, P.E.
Chief, Northern California - Central
Cleanup Operations Branch, State of
California Department of Toxic
Substances Control

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1 Defendant Albert Campbell, as executor of the Estate of Victor Muscat, consents
2 to this Consent Decree as follows:

ALBERT CAMPBELL

3
4 Dated: _____

5
6 Defendant Robert Tiberiis, as executor of the Estate of Victor Muscat, consents to
7 this Consent Decree as follows:

8 ROBERT TIBERIIS

9
10 Dated: _____

11 Defendant Western Resources, Inc., as receiver of the Victor Muscat
12 Testamentary Trusts, consents to this Consent Decree by its duly authorized representative as
13 follows:

14 WESTERN RESOURCES, INC., as Receiver for
15 the Victor Muscat Trusts U/C/O Reaffirmed
April 5, 1995

16 Dated: May 5, 2004

By:

17 Jerald Greenberg
JERALD GREENBERG

18 Its:

PRESIDENT

19
20 Defendant VIC, Inc. consents to this Consent Decree by its duly
21 authorized representative as follows:

VIC, INC.

22
23 Dated: _____

By: _____

24 Its: _____

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1 Defendant Albert Campbell, as executor of the Estate of Victor Muscat, consents
2 to this Consent Decree as follows:
3 ALBERT CAMPBELL

4 Dated: _____

5
6 Defendant Robert Tiberiis, as executor of the Estate of Victor Muscat, consents to
7 this Consent Decree as follows:

8 ROBERT TIBERIIS

9 Dated: _____

10
11 Defendant Western Resources, Inc., as receiver of the Victor Muscat
12 Testamentary Trusts, consents to this Consent Decree by its duly authorized representative as
13 follows:

14 WESTERN RESOURCES, INC., as Receiver for
15 the Victor Muscat Trusts U/C/O Reaffirmed
April 5, 1995

16 Dated: _____ By: _____

JERALD GREENBERG

18 Its: PRESIDENT

19
20 Defendant VIC, Inc. consents to this Consent Decree by its duly
21 authorized representative as follows:

22 VIC, INC., a dissolved corporation

23 Dated: _____ By: *x [Signature]*

24 Its: *Thomas Reisner*

Its former President

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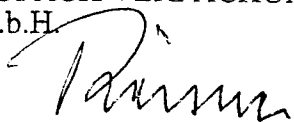
Defendant Tupack Verpackungen Gesellschaft m.b.H.

consents to this Consent Decree by its duly authorized representative as follows:

TUPACK VERPACKUNGEN GESELLSCHAFT
m.b.H.

Dated: _____

By: x



Its:

Thomas Reisner, CEO

Defendant Scott McGowan, executor of the Estate of Clay McGowan, consents to
this Consent Decree as follows:

SCOTT MCGOWAN

Dated: _____

Defendant Faye McGowan consents to this Consent Decree as follows:

FAYE MCGOWAN

Dated: _____

Third-Party Defendant Victor H. Muscat consents to this Consent Decree as
follows:

VICTOR H. MUSCAT

Dated: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

UNITED STATES DISTRICT JUDGE

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Defendant Tupack Verpackungen Gesellschaft m.b.H.

consents to this Consent Decree by its duly authorized representative as follows:

TUPACK VERPACKUNGEN GESELLSCHAFT
m.b.H.

Dated: _____

By: _____

Its: _____

Defendant Scott McGowan, executor of the Estate of Clay McGowan, consents to
this Consent Decree as follows:

SCOTT MCGOWAN

Dated: 1/16/04

Scott A. McGowan

Defendant Faye McGowan consents to this Consent Decree as follows:

FAYE MCGOWAN

Dated: 1/23/04

Faye McGowan

Third-Party Defendant Victor H. Muscat consents to this Consent Decree as
follows:

VICTOR H. MUSCAT

Dated: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

UNITED STATES DISTRICT JUDGE

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Defendant Tupack Verpackungen Gesellschaft m.b.H.

consents to this Consent Decree by its duly authorized representative as follows:

TUPACK VERPACKUNGEN GESELLSCHAFT
m.b.H.

Dated: _____ By: _____

Its: _____

Defendant Scott McGowan, executor of the Estate of Clay McGowan, consents to
this Consent Decree as follows:

SCOTT MCGOWAN

Dated: _____

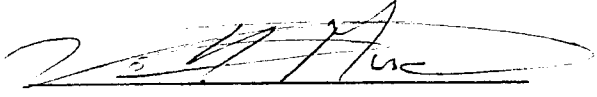
Defendant Faye McGowan consents to this Consent Decree as follows:

FAYE MCGOWAN

Dated: _____

Third-Party Defendant Victor H. Muscat consents to this Consent Decree as
follows:

VICTOR H. MUSCAT

Dated: 1/12/04 

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____ UNITED STATES DISTRICT JUDGE

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Defendant Tupack Verpackungen Gesellschaft m.b.H.

consents to this Consent Decree by its duly authorized representative as follows:

TUPACK VERPACKUNGEN GESELLSCHAFT
m.b.H.

Dated: _____ By: _____

Its: _____

Defendant Scott McGowan, executor of the Estate of Clay McGowan, consents to
this Consent Decree as follows:

SCOTT MCGOWAN

Dated: _____

Defendant Faye McGowan consents to this Consent Decree as follows:

FAYE MCGOWAN

Dated: _____

Third-Party Defendant Victor H. Muscat consents to this Consent Decree as
follows:

VICTOR H. MUSCAT

Dated: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: June 10, 2004

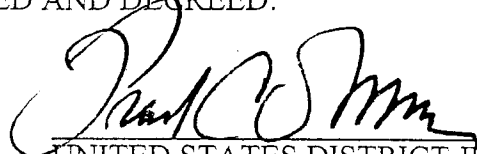

UNITED STATES DISTRICT JUDGE

EXHIBIT A

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Pg 131

EXHIBIT A

PARCEL ONE:

A portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., Butte County, State of California, said portion being more particularly described as follows:

BEGINNING at the point of intersection of the Southeasterly line of 20th Street (formerly 8th Street), as shown on the Official Map of Mulberry Tract Subdivision No. 1, recorded in the office of the Recorder of the County of Butte, State of California, on March 14, 1907, in Map Book 6 at page 90, and the Northeasterly line of that certain right of way 33.0 feet wide conveyed by A. F. Jones to Northern Electric Company by Deed recorded September 18, 1905, in Book 83 of Deeds, at page 360, Butte County Recorder, from which point the point of intersection of the Southeasterly line of said 20th Street and the Northeasterly line of Park Avenue bears South 35°50' West 33.0 feet; thence from said point of beginning along said Southeasterly line of said 20th Street, North 35°50' East, a distance of 631.61 feet to an iron pipe from which the intersection of the Southerly production of the centerline of Hemlock Street as shown on the Map of said Mulberry Tract, with the Southeasterly line of said 20th Street; bears North 35°50' East, a distance of 2.39 feet; thence leaving the Southeasterly line of said 20th Street, South 54°12' East, a distance of 695.25 feet to a one inch iron pipe; thence South 68°59' West, a distance of 486.90 feet to a

one inch iron pipe marking the point of 558.14 foot radius tangent curve to the right; thence Southwesterly along said curve through an angle of $38^{\circ}26'30''$ (the chord of said curve bears South $88^{\circ}12'10''$ West 367.46 feet) an arc distance of 394.57 feet; thence North $54^{\circ}10'$ West along the said Northeasterly line of said 33 foot easement conveyed by A. F. Jones to Northern Electric Company, a distance of 137.97 feet to the point of beginning.

EXCEPTING THEREFROM the following described property:

A portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., Butte County, State of California, said portion being more particularly described as follows:

Beginning at the point of intersection of the southeasterly line of 20th Street (formerly 8th Street) as shown on the Official Map of Mulberry Tract Subdivision No. 1 filed in the office of the Recorder of the County of Butte, State of California, on March 4, 1907, in Map Book 6 at page 90, and the northeasterly line of that certain right of way 33.0 feet wide conveyed by A. F. Jones to Northern Electric Company by deed recorded September 18, 1905, in Book 83 of Deeds, at page 360, Butte County Records, from which point the point of intersection of the southeasterly line of said 20th Street and the northeasterly line of Park Avenue bears South $35^{\circ}50'$ West 33.0 feet; thence from said point of beginning along said southeasterly line of said 20th Street North $35^{\circ}50'$ East a distance of 271.1 feet to a point; thence South $54^{\circ}10'$ East 459.52

feet to a point; thence South $68^{\circ}59'$ West 55.83 feet to a one-inch iron pipe marking the point of a 558.14 foot radius tangent curve to the right; thence southwesterly along said curve through an angle of $38^{\circ}26'20''$ (the chord of said curve bears South $88^{\circ}12'10''$ West 367.46 feet) an arc distance of 394.57 feet; thence North $54^{\circ}10'$ West along the said northeasterly line of said 33-foot easement conveyed by A. F. Jones to Northern Electric Company a distance of 137.97 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

A portion of Section 26, Township 22 North, Range 1 East, Mount Diablo Base and Meridian, said portion being particularly described as follows:

Commencing at the point of intersection of the Southeast line of 20th Street (formerly 8th Street) as shown on the official map of Mulberry Tract. Subdivision No. 1, filed in the office of the County Recorder of Butte County, State of California, on March 4, 1907, in Map Book 6, page 90 and the northeasterly line of that certain strip of land 33.0 feet wide conveyed by A. F. Jones to Northern Electric Company by deed recorded September 18, 1905, in Book 83 of Deeds, page 360, Butte County Records, said point of commencement being the point of beginning of that certain 2.113-acre parcel of land quitclaimed by Sacramento Northern Railway to Victor Muscat and Clay McGowan by deed recorded December 8, 1961, in Book 1153, Official Records of Butte County, Page 143; thence from said

point of commencement North 35°50' East along said southeasterly line of 20th Street and along the northwesterly line of said 2.113-acre parcel of land, a distance of 271.10 feet, to the point of beginning of the parcel of land to be described, said point of beginning being the most northerly corner of said 2.113-acre parcel of land; thence from said point of beginning south 54°10' East along the northeasterly line of said 2.113-acre parcel, a distance of 459.52 feet to the most southerly corner of said parcel of land; thence North 68°59' East along the Northeasterly projection of the southeasterly line of said 2.113-acre parcel, a distance of 5.97 feet; thence North 54°10' West, parallel with and 5.0 feet northeasterly, measured at a right angles from said northeasterly line of said 2.113-acre parcel, a distance of 462.78 feet, to a point on said southeasterly line of 20th Street; thence South 35°50' West along said southeasterly line a distance of 5.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described property:

A portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., said portion being particularly described as follows: BEGINNING at the point of intersection of the Southeasterly line of 20th Street (formerly 8th Street) as shown on the Official Map of Mulberry Tract Subdivison No. 1 recorded in the office of the Recorder of the County of Butte, State of California, on March 14, 1907, in Map Book 6, at page 90, and the Northeasterly line of

that certain strip of land 33.0 feet wide conveyed by A. F. Jones to Northern Electric Company by Deed recorded September 18, 1905, in Book 83 of Deeds, at page 360, Butte County Records, from which point the point of intersection of the Southeasterly line of said 20th Street and the Northeasterly line of Park Avenue bears South $35^{\circ} 50'$ West 33.0 feet; thence South $54^{\circ} 10'$ East 137.97 feet; thence North $88^{\circ} 12' 10''$ East 367.46 feet; thence North $68^{\circ} 59'$ East 121.62 feet to the point of beginning of the parcel of land to be herein described; thence from said point of beginning North $58^{\circ} 35'$ East 31.77 feet to the beginning of a tangent curve to the left with a radius of 317.46 feet; thence Northerly along the arc of said curve (through a central angle of $51^{\circ} 41' 50''$), an arc distance of 286.44 feet to a point on the Northeasterly line of a parcel of land deeded by Sacramento Northern Railway to Victor Industries recorded in Book 758, of Official Records of Butte County, California, at page 105; thence along said Northeasterly line South $54^{\circ} 12'$ East 202.42 feet to the most Easterly corner of said above mentioned parcel of land; thence South $68^{\circ} 59'$ West 365.28 feet to the point of beginning.

PARCEL TWO:

A portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M. said portion being particularly described as follows:

BEGINNING at the point of intersection of the Southeasterly line

of 20th Street (formerly 8th Street) as shown on the Official Map of Mulberry Tract Subdivision No. 1 recorded in the office of the Recorder of the County of Butte, State of California, on March 14, 1907, in Map Book 6, at page 90, and the Northeasterly line of that certain strip of land 33.0 feet wide conveyed by A.F. Jones to Northern Electric Company by Deed recorded September 18, 1905, in Book 83 of Deeds, at page 360, Butte County Records, from which point the point of intersection of the Southeasterly line of said 20th Street and the Northeasterly line of Park Avenue bears South $35^{\circ} 50'$ West 33.0 feet; thence along said Southeasterly line of said 20th Street, North $35^{\circ} 50'$ East a distance of 631.61 feet to an iron pipe from which the intersection of the Southerly production of the centerline of Hemlock Street as shown on Map of said Mulberry Tract, with the Southeasterly line of said 20th Street bears North $35^{\circ} 50'$ East a distance of 2.39 feet; thence leaving the Southeasterly line of said 20th Street South $54^{\circ} 12'$ East a distance of 278.47 feet to the Southerly corner of a parcel of land deeded from Victor Industries, a corporation, to Victor Muscat, et al, recorded in Book 896, of Official Records of Butte County, State of California, at page 219, said corner being the point of beginning for the parcel of land to be described; thence from said point of beginning North $35^{\circ} 50'$ East 157.57 feet to a point that is South $35^{\circ} 50'$ West 15.36 feet from the most Easterly corner of the above mentioned Deed; thence South $41^{\circ} 47'$ East 4.74 feet; thence

on a tang, it curve to the right with a radius of 317.46 feet (through a central angle of $48^{\circ} 40' 10''$) an arc distance of 269.66 feet to a point on the Northeasterly line of a parcel of land deeded by Sacramento Northern Railway to Victor Industries, a corporation recorded in Book 758, of Official Records of Butte County, California, at page 105; thence North $54^{\circ} 12'$ West along said Northeasterly line 214.36 feet to the point of beginning.

PARCEL THREE:

Being a portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., said portion being particularly described as follows: BEGINNING at an iron pipe on the Southeasterly line of 20th Street, formerly 8th Street, as shown on the Official Map of Mulberry Tract Subdivision #1, recorded in the office of the Recorder of the County of Butte, State of California, on March 14, 1907 in Map Book 6, at page 90, distant thereon North $35^{\circ} 50'$ East 664.61 feet from the Northeasterly line of Park Avenue, said point being the most Northerly corner of that certain 6.89 acre tract of land conveyed by Sacramento Northern railway to Victor Industries Corporation, by Deed dated March 4, 1955, recorded March 7, 1955 in Book 758, page 105 of Official Records of Butte County, State of California; from said point of beginning the intersection of the Southeasterly production of the center line of Hemlock Street as shown on said Map and said Southeasterly line of 20th Street, bears North $35^{\circ} 50'$

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East along said Southeasterly line, a distance of 2.39 feet; as shown on the survey made by Polk & Batham, January, 1955; thence from said point of beginning, North 35° 50' East along said Southeasterly line of 20th Street, a distance of 241.12 feet, more or less, to an iron pipe marking the most Westerly corner of that certain 0.015 acre tract of land conveyed by Sacramento Northern Railway to California Prune & Apricot Growers Association by Deed dated October 29, 1947, recorded November 29, 1947 in Book 424 of Official Records of Butte County, at page 251; thence South 41° 51' East along the Westerly line of said tract so conveyed by last said Deed (the bearing of said Westerly line being given in said Deed as North 41° 47' West), a distance of 285.03 feet to an iron pipe set at the most Southerly corner of said tract conveyed by last said Deed; thence South 35° 50' West parallel with said Southeasterly line of 20th Street, a distance of 180.15 feet, more or less to a point on the Northeasterly line of said 6.89 acre tract; thence North 54° 12' West along said Northeasterly line, a distance of 278.47 feet to the point of beginning.

PARCEL FOUR

A parcel of land in the northwest quarter of Section 36 in Township 22 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Beginning at an iron pipe marking the intersection of the southerly line of 20th (formerly 8th) Street and the westerly line of Chico Avenue, according to the official map of Mulberry Tract, Subdivision Number 1, Valley Syndicate Addition to Chico, filed in the office of the County Recorder of the County of Butte, State of California, March 14, 1907 in Map Book "6" at page 90; running thence south $41^{\circ} 47'$ east along said line of Chico Avenue 300.0 feet to an iron pipe; thence south $48^{\circ} 13'$ west 66.6 feet; to an iron pipe 9.0 feet easterly the center of a spur track of Sacramento Northern Railway; thence north $41^{\circ} 40'$ west 285.56 feet parallel with said track to an iron pipe on the southerly line of 20th Street aforementioned; thence north $35^{\circ} 54'$ east along last mentioned line 67.6 feet to the point of beginning

EXCEPTING THEREFROM that parcel of land conveyed to the City of Chico by Deed recorded September 15, 1966, in Book 1443, of Official Records, at page 292.

PARCEL FIVE

A parcel of land in the northwest quarter of Section 36 in Township 22 North, Range 1, East, Mount Diablo Base and Meridian, described as follows:

Commencing at an iron pipe marking the intersection of the southerly line of 20th (formerly 8th) Street and the westerly line of Chico Avenue, according to the official map of Mulberry Tract, Subdivision Number 1, Valley Syndicate Addition to Chico, filed in the office of the County Recorder of the County of Butte, State of California, March 14, 1907, in Map Book "6" at page 90; running thence south $41^{\circ} 47'$ east along said line of Chico Avenue 300 feet to an iron pipe; thence south $48^{\circ} 13'$ west 66.6 feet to an iron pipe and the point of beginning of the parcel of land herein described; thence continuing south $48^{\circ} 13'$ west 1.95 feet to a point; thence north $41^{\circ} 47'$ west 285.03 feet to a point on the southerly line of 20th Street aforementioned; thence north $35^{\circ} 54'$ east along last mentioned line, 2.55 feet to an iron pipe; thence south $41^{\circ} 40'$ east 285.56 feet to the point of beginning of the parcel of land herein described

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EAST TWENTIETH STREET
ACQUISITION NO. 28
EASEMENT FOR RIGHT-OF-WAY PURPOSES

A right of way easement for a public street on, over, across and under that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

A portion of Lot A as shown on that certain map entitled "HENRY'S 2ND ADDITION", which map was filed in the Office of the Recorder of the County of Butte in Book 1 at page 81 on November 12, 1885, and more particularly described as follows:

COMMENCING at the former intersection of the southerly line of East Twentieth Street (formerly 8th Street) with the westerly line of Fair Street (formerly Chico Avenue) according to the Official Map of the Mulberry Tract, Subdivision No. 1, recorded March 14, 1907 in the Office of the Recorder of the County of Butte in Map Book 6 at page 90;

THENCE along said former westerly line of Fair Street (formerly Chico Avenue) South $41^{\circ}47'$ East, 8.85 feet to the existing westerly line of Fair Street and the True Point of Beginning, said point also being the most southerly point of Fair Street Acquisition No. 2 filed September 15, 1966 in Book 1443 at Page 292 Official Records of Butte County;

THENCE along said westerly line and continuing South $41^{\circ}47'$ East, 33.16 feet;

THENCE along the arc of a 40' radius non-tangent curve to the left the chord of which bears South $61^{\circ}31'20''$ West through a central angle of $51^{\circ}22'40''$, an arc length of 35.95 feet;

THENCE South $35^{\circ}50'$ West, 35.64 feet;

THENCE North $41^{\circ}43'$ West, 26.63 feet to the southerly line of East Twentieth Street;

THENCE along said southerly line North $35^{\circ}50'$ East, 53.92 feet;

THENCE along the arc of a 30.00 foot radius non-tangent curve to the right, the chord of which bears North $66^{\circ}53'43''$ East, through a central angle of $32^{\circ}25'37''$, an arc length of 16.98 feet to the westerly line of Fair Street and the True Point of Beginning;

Containing 0.044 acres, more or less.

The above described right-of-way easement is located on Assessor's Parcel Number 005-24-4-002-0.

BY: G.M.
Checked: G.M. / TV
Approved: ECR
Date: 10/5/89

EAST TWENTIETH STREET
ACQUISITION NO. 29
RIGHT-OF-WAY

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Portions of Lot 8 & Lot A as shown on that certain map entitled, "HENRY'S 2ND ADDITION", which map was filed in the Office of the Recorder of the County of Butte in Book 1 at Page 81 on November 12, 1885 and more particularly described as follows:

COMMENCING at the intersection of the centerline of Hemlock Street (formerly Walnut Street) with the centerline of East Twentieth Street (formerly 8th Street) according to the Official Map of the Mulberry Tract, Subdivision No. 1, recorded March 14, 1907 in the Office of the Recorder of the County of Butte in Map Book 6, at Page 90;

THENCE along said centerline of East Twentieth Street South $35^{\circ}50'$ West, 2.39 feet;

THENCE leaving said centerline of East Twentieth Street South $54^{\circ}10'$ East, 30.00 feet to the southerly line of said East Twentieth Street and the True Point of Beginning;

THENCE along said southerly line of East Twentieth Street North $35^{\circ}50'$ East, 241.12 feet;

THENCE leaving said southerly line of East Twentieth Street South $41^{\circ}43'$ East, 26.63 feet;

THENCE South $35^{\circ}50'$ West, 235.36 feet;

THENCE North $54^{\circ}12'$ West, 26.00 feet to said southerly line of East Twentieth Street and the True Point of Beginning;

Containing 0.142 acres, more or less.

The above described parcel is a portion of Assessor's Parcel Number 005-48-0-015-0.

By: T. J. M.

Checked: TA

Approved: E. C. R.

EXHIBIT B



Final Interim Remedial Action Work Plan

365 and 395 East 20th Street
Chico, California

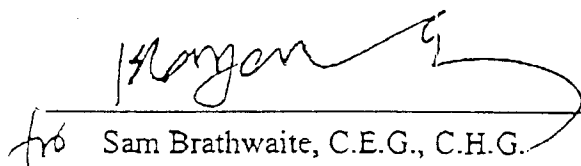
March 7, 2003

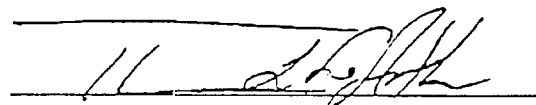
Prepared For:

Resolution Law Group, P.C.
3717 Mt. Diablo Boulevard, Suite 200
Lafayette, California 94549

Prepared By:

Environmental Forensic Investigations, Inc.
11875 Dublin Boulevard, Suite A-200
Dublin, California 94568


for Sam Brathwaite, C.E.G., C.H.G.
Senior Hydrogeologist


Thomas L. deArth, R.E.A.
Project Manager

2.0 BACKGROUND

2.1 Study Area Description

The former Site is located at 365 and 395 East 20th Street in Chico, California. As defined in the Order [§3(a)], the term "the Site" refers to "365 and 395 East 20th Street, Chico, California, while the "Study Area" refers to the area where hazardous substances or their breakdown products emanating from the Site, have migrated (i.e., the area stretching approximately one mile from Mulberry Street to Berrington Drive, covering a width of approximately ½ mile in the vicinity of Stanley Park). According to the Order, the Study Area is also referred to as the "Southeast Chico Plume".

The Study Area is located in the City of Chico, Butte County, California. Chico is located approximately 100 miles north of Sacramento, California, in the northern portion of the Sacramento Valley (see Figure 1). The Sacramento Valley is a northwest-trending structural trough that extends approximately 150 miles north from the Sacramento-San Joaquin Delta, occupying an area of approximately 6,500 square miles (Brown and Caldwell, 1994). The Study Area is situated on an alluvial fan that slopes gently toward the west and southwest, and is bounded on the east by the foothills of the Cascade Range and on the west by the Sacramento River. Surface elevations within the Study Area are generally from 170 to 204 feet above mean sea level.

2.2 Site History

Between 1906 and 1951, the parcel of land located at 365 East 20th Street was part of a railroad yard. According to Brown and Caldwell (1994), Interurban's Special Publications 9, 26, 32, and 34 located at the California State Railroad Museum Library "the Chico Electric Railway and its successor company, Northern Electric, moved its maintenance and administrative offices from Diamond Match Company to 365 East 20th Street and surrounding land in 1906." Known as the "Mulberry Shops" or the "Mulberry Yard" the area was "used to build and maintain rail cars, electric motors, and electric locomotives, and to scrap trains." In 1918, the Sacramento Northern Railroad Company was incorporated to take over the property of Northern Electric Railroad.

In 1958, an aluminum tube and can manufacturing business operated by Victor Industries relocated their operations from a site near the Chico Municipal Airport to 365 and 395 East 20th Street. The company operated at the Site until September 1984, when the business was sold to VIC, Inc., a Victor Industries successor. VIC, Inc., operated at the same location from 1984 to September 1985, when it ceased business operations.

Victor Industries' manufacturing operations took place in two structures on the property: (1) a maintenance and warehouse building, which was a converted Mulberry Shop building and (2) a manufacturing building that was constructed by Victor Industries and included offices and a lunchroom. Aluminum tubes and cans were manufactured in the main manufacturing building. The can lines were oriented along the long axis of the building (Brown and Caldwell, 1994) and included a decorator press for applying labels, a tube manufacturing section, and a vapor degreasing section for cleaning the aluminum tubes. DTSC asserts that trichloroethene (TCE) was used as a degreaser and as a blanket wash until approximately 1980 when TCE was replaced by tetrachloroethene (PCE) (Brown and Caldwell, 1994). DTSC identified the Site as a source of contamination within the Study Area.

In 1984, Louisiana-Pacific Corporation (L-P) purchased the property located at the end of 16th Street in Chico, California from Diamond Match Company (Diamond). Diamond occupied the L-P property from the early 1900s until it was sold to L-P in 1984 (SHN, 1994). Three operations at the L-P property commonly used solvents, including TCE. Those operations were (1) maintenance shop steam cleaning operations and garage, (2) the Match Factory offset printing operations, and (3) the apiary wax refining area. L-P sold the property to the current owner, Barber Land, LLC.

2.3 Study Area Geology

The Study Area is located on the eastern side of the Northern Sacramento Valley. The Sacramento Valley is a large northwest trending structural trough extending from the Sacramento-San Joaquin Delta north to Red Bluff, California. It is bounded by the Sierra Nevada Range on the east, the Cascade Range on the northeast, and the Coast Range on the west.

The Study Area sits on gentle westward sloping Pleistocene alluvial fan deposits underlain by the Pliocene age Tuscan Formation. The Tuscan Formation crop out continuously on the northeastern flanks of the Sacramento Valley and extends westward beneath the valley floor to a distance roughly 5 miles west of the Sacramento River (Brown and Caldwell, 1999). The Tuscan Formation consist primarily of volcanic sediment with few tuff-breccia beds and forms a wedge-shaped mass with a southwesterly dip. The upper part of the formation tends to have more clay and finer-grained sediments than the lower part, which is the reason for groundwater being confined to the more permeable underlying sand units (SHN, 1994, Metcalf & Eddy, 1988). The Tuscan Formation provides groundwater recharge from the foothills of the Cascade Range toward the valley.

The Chico monocline is the largest structural feature, which is located along the edge of the valley approximately 10 miles northeast to east of the Study Area. This feature is a northwest-trending, southwest-dipping flexure that extends approximately 45 miles along the northeast side of the Sacramento Valle from Chico to Red Bluff. As part of the this feature, the Tuscan Formation forms a wedge-shaped mass thinning from about 1,600 feet thick in the Cascade range to approximately 300 feet beneath the Sacramento Valley (SHN, 1994, Metcalf & Eddy, 1988).

The City of Chico and surrounding areas have been built on alluvial fan deposits consisting of volcanic materials of the Pliocene-age Tuscan Formation, which comprises the foothills east of Chico (Brown and Caldwell, 1999, Brown and Caldwell, 1994; SHN, 1994; URS, 1993). The alluvial fan sediments consist of gravel, sand, silt, and clay deposited by Big Chico Creek, Little Chico Creek, and in Camache Creek. The fans in the Study Area have coalesced due to meandering stream channels in which sediments are deposited in new ones as old ones are abandoned. Younger alluvial fans are up to 50 feet thick and are underlain by older, weakly - to well-cemented alluvial fan deposits (Brown and Caldwell, 1999, SHN, 1994, Metcalf & Eddy, 1988). These sediments have been classified by the California Division of Mines and Geology as the Modesto Formation.

Several streams have cut into the foothills, including Big and Little Chico creeks, which flow west and southwest, respectively, toward the Sacramento River. Several irrigation ditches in the Study Area are used to control drainage from orchards in the area. There are no major lakes or ponds in the Study Area. The Study Arca is drained by storm sewers that convey urban runoff

into diversion channels and into Big and Little Chico creeks. Storm water runoff is also directed into dry wells throughout the urban portions of the Study Area.

2.4 Study Area Hydrogeology

The Study Area is underlain by strata with a range of grain sizes as follows: (1) silty clay to elastic silt; (2) sandy silt to silty sand; (3) silty sand to sand; (4) gravelly sand to sandy gravels; and (5) cobbles. These sand, gravel, and cobble units (units of relatively high permeability) form the water bearing or aquifer units. The units of low permeability (silts and clays) form the aquitard that separate the aquifers.

Most Chico residents receive water from the California Water Services Corp. (CWS), a private water company that has operated in Chico since the 1950s, and currently maintains and operates 61 wells in the area. CWS wells that are near the Study Area include CWS-60 (approximately 1,000 feet to the east), CWS-51 (approximately 1,500 feet to the south), CWS-11 (approximately 2,700 feet to the southwest), CWS-15 (approximately 2,250 feet to the northwest), CWS-46 (approximately 3,700 feet to the northwest), and CWS-5 (approximately 1,500 feet to the northwest) (see Figure 2). In addition to CWS wells, there are private wells in the Stanley Park area. Despite the fact that they have water from CWS through the pipe line paid for as an IRM by certain of the Victor Muscat Trusts, there is a possibility that some residences in Stanley Park use water from private wells for domestic purposes.

As shown in the geologic cross sections presented in Figures 3 and 4, the Study Area is underlain by at least six water-bearing units that are designated by the letters A, B, C, D, E, and F. A is the shallowest. Within the Study Area, the underlying strata are further characterized by varying degrees of continuity, thickness, and permeability. General descriptions of units A through E are provided below. Sufficient data regarding the F aquifer unit is not currently available. Therefore, the F aquifer unit cannot be accurately described.

- First Water Bearing Zone, Unit A – This unit occurs from groundwater surface to a depth of approximately 70 feet bgs. This unit appears to be unconfined^a and is comprised of silts and clays interbedded with sand and gravel. Depth to

^a Unconfined Aquifer – Water levels in such an aquifer is at the same level as the saturated pores.

groundwater is generally between 15 to 30 feet bgs and groundwater flow is towards the southwest. Testing completed at the L-P Site property, located southwest of the Site, provided horizontal hydraulic conductivity (K_h) estimates of 27 to 220 feet per day (ft/day) (SHN, 1994). This range in hydraulic conductivity reflects changes in aquifer materials and thickness across the Study Area.

- Second Water Bearing Zone, Unit B – This unit is characterized by three subunits of moderate to high permeability zones separated by low-permeability zones. The upper zone in this water-bearing unit, the B1 zone, occurs at a depth of 90 – 115 feet bgs across the Study Area and is comprised of mostly gravel and sand. The middle unit, the B2 zone, occurs at a depth between 110 - 160 feet bgs across the Study Area, varies between 10 to 20 feet thick, and consists of primarily sand and gravel. The lower unit, the B3 zone, occurs between 130 - 190 feet bgs across the Study Area.

The B unit is comprised of mostly sands and gravels that generally thicken near the center of the site and becomes thinner towards the north and south. Testing completed by SHN (1994) at the L-P Site and by URS (1993) and Henshaw (January 29, 2002) provided K_h estimates of 27 to 680 ft/day. This range in K_h reflects local changes in aquifer materials and thickness across the site. Together the B1, B2, and B3 units form the B-aquifer unit that ranges from 50 to 90 feet thick across the Study Area. Groundwater levels in this unit generally occur between 35 and 45 feet bgs and appear to be confined^b. Groundwater flow is towards the southwest.

- Third Water Bearing Zone, Unit C – This unit occurs at a depth between 150 and 200 feet bgs across the site. This unit appears to be discontinuous across the Study Area and consists of silty and clayey sands and gravels, and cobbles and ranges from about 10 to 35 feet in thickness. It grades into the bottom of Unit B in the southwestern part of the Study Area (Brown and Caldwell, 1994). In general, groundwater potentiometric surface in the C unit occurs between 35 to 45

^b Confined Aquifer – Water levels in such an aquifer occur above the top of the unit. Water in the aquifer unit is under pressure because the aquifer is sandwiched between lower permeability materials.

feet bgs suggesting confining conditions. A thin aquitard separates Unit C from Unit B near the center of the Study Area. The groundwater flow in this unit is toward the southwest.

- Fourth Water Bearing Zone, Unit D – This unit occurs at a depth between approximately 180 to 240 feet bgs across Study Area, appears to be confined, and is comprised of mostly silty and clayey sands and gravels.
- Fifth Water Bearing Zone, Unit E – This unit occurs at a depth between 230 and 275 feet bgs across the site and appears to reach a thickness of approximately 120 feet in the central portion of Study Area. This unit is comprised of mostly clayey and silty sands and gravels and is known to be within the Tuscan Formation, which may extend down to around 500 feet bgs.

The deepest boring drilled for the RI during the installation of VMW-25E was advanced down to a total depth of 446 feet bgs. At 446 feet bgs, the lower boundary of the Tuscan Formation had not been defined. Between 398 and 405 bgs and again between 414 and 422 bgs a thin aquitard-like material (Clayey Sand: USGS Code = SC) was observed.

In general, based on the stratigraphy and hydraulic 'head' relationships observed, there appears to be a downward vertical hydraulic gradient between the B (B1, B2, B3) and C aquifer units. Brown and Caldwell (1994) made similar statement regarding the A and B aquifer unit relationship. Additionally, during the constant-discharge aquifer testing conducted by EnviroForensics in 2001 and summarized in *Aquifer Testing and Interim Groundwater Extraction System Design Basics Memorandum* (Henshaw Associates, January 29, 2002) communication between the B and C aquifer units was confirmed when C aquifer observation wells (VMW-24 and VMW-25C) were observed to have 0.3 ft change in water levels at the end of the test in test well VMW-25B. Similarly, at the end of the constant-discharge test in test well VMW-24C, a slight change of 0.1 ft change in response to pumping was observed in monitoring well VMW-23B and VMW-25B. This data suggest that the B and C the aquifer units appear to behave as semi-confined (leaky) aquifers as both seem to receive and lose water to the overlying or underlying aquifer units (i.e., there is communication between the two aquifers).

Groundwater in the A, B, and C aquifer units flows to the southwest. However, it has been reported that although groundwater flow gradients are similar in the A, B and C aquifer units, due to groundwater production in the lower aquifers (i.e., below the C unit aquifer), the direction of groundwater flow in the lower aquifer units is 180 degrees opposite and lower magnitude (Brown and Caldwell, 1999; URS, 1996, Brown and Caldwell, 1994, SHN, 1994, and Metcalf & Eddy, 1988). The Study Area, however, currently lacks sufficient data points to confirm the groundwater flow gradient in the D and E aquifer units.

2.5. Regulatory History

According to Brown and Caldwell, October 1994, groundwater sampling conducted in October 1984, as mandated by California Assembly Bill 1803 (Brown and Caldwell, 1994), identified VOCs in several municipal supply wells in south and central Chico and at the Chico Municipal Airport. In early 1986, the RWQCB conducted a follow-up study that identified several potential sources of VOC contamination in groundwater. At the same time, the DTSC (then known as Department of Health Services) listed the Chico Groundwater and the Chico Municipal Airport sites in the Bond Expenditure Plan. After becoming aware of the groundwater contamination in the southeast Chico area in early 1986 and in June of that year, DTSC assumed the lead role in regulating and investigating the groundwater contamination.

On January 5, 1989, following a preliminary assessment, DTSC issued Remedial Action Order Docket No. HSA 88/89-014 (RAO) to Victor Industries as a responsible party. On February 22, 1989, the RAO was amended to include VIC, Inc., as a responsible party. On May 22, 1992, the DTSC issued Imminent and Substantial Endangerment and Remedial Action Order Docket No. I/SE 91/92-007 (ISERAO), to Victor Industries, VIC, Inc., the Trustees of the Victor Muscat Trust, CCL Industries, Inc., and Advanced Monobloc, Inc. On October 29, 1992, the RAO was amended to add former owners of the East 20th Street property, Clay McGowan and Faye T. McGowan.

Pursuant to Paragraph 4(f) of the Order, DTSC is authorized to review, comment upon and modify all submissions made pursuant to subsections a through e of Paragraph 4 of the Order, as set forth in the December 22, 1999 Injunction (as defined in the Order).

DTSC remains the lead agency for regulatory oversight of remedial activities associated with the Site.

2.6 Previous Investigations

To follow up on the results of municipal well sampling in 1984, the DTSC completed a preliminary assessment of Unit A under the Site. The preliminary assessment involved a review of existing information on the Site and the collection of soil gas samples from 13 locations to evaluate whether public health or environmental risks could potentially be associated with the Victor Industries facility. By March 1991, additional investigations included additional soil gas sampling and the installation of five groundwater monitoring wells at the Site. These activities comprised the Phase 1 remedial investigation at the Site.

The Phase 2 investigation was limited to an analysis of the southeast Chico shallow and deep groundwater systems. As part of a larger study of several separate VOC plumes underlying the Chico area, the DTSC found that approximately 34 percent of the groundwater samples collected contained TCE emanating from the Site and required the installation of 23 additional monitoring wells at locations and depths specified by the DTSC. The Phase 2 investigation was completed by October 1993; it identified the extent of contamination in the shallow water bearing unit and the axis of the VOC plume in Units B and C.

Brown and Caldwell completed the Phase 3 investigation in 1994. This included the drilling and installation of 20 additional monitoring wells to evaluate the distribution and extent of VOCs in groundwater within the Study Area. Brown and Caldwell submitted their final RI and feasibility study reports to the DTSC in October 1994. The objective of the Phase 3 RI activities was to define the lateral and vertical extent of TCE in groundwater in the Study Area. In their Phase 3 investigation Brown and Caldwell (1994) established that TCE was the primary COC for the Study Area. Brown and Caldwell concluded that there was no evidence of a dense nonaqueous phase liquid (DNAPL) acting as a source of TCE but that plumes of TCE in concentrations exceeding the maximum contaminant levels (MCLs) exist in the B and C aquifer units. Data from Brown and Caldwell's investigation shows that the highest concentrations of TCE were found in the B aquifer unit.

Brown and Caldwell (1994) also reported TCE was not detected above the MCL (i.e., 5 $\mu\text{g/L}$) in the A aquifer unit and that (at that time) the highest concentrations in samples collected from monitoring wells (up to 110 $\mu\text{g/L}$ in VMW-10B) were identified in the center of the plume (i.e., L-P Site) in the B aquifer unit. These high concentrations were found to diminish rapidly downgradient and were reported to be relatively low upgradient from the center of the plume. Brown and Caldwell interpreted the data to suggest that the leading edge of the B aquifer unit plume was not receding or advancing at that time and that the no significant change in the areal extent of the plume had changed during the course of the project. As a result, Brown and Caldwell (1994) suggested that the B and C aquifer units plume had reached equilibrium. Although current data (collected from 2001 to the present) are in agreement with Brown and Caldwell's conclusions for the B aquifer unit, current data do not support these conclusions for the C aquifer unit.

Brown and Caldwell (1994) reported that the highest concentrations TCE in the C aquifer unit were also identified in the center of the plume. Of the 13 wells completed in the C aquifer unit, Brown and Caldwell reported that five (5) had samples containing TCE concentrations above the MCL. The maximum concentration of TCE detected in the C aquifer unit was 39 $\mu\text{g/L}$ from samples collected in VMW-16.

Subsequent to its review of the Brown and Caldwell's 1994 Phase 3 report (*Final Remedial Investigation Report 365 East 20th Street, Chico, California*), DTSC believed that further investigation and characterization was necessary to delineate the extent of contamination in deep groundwater in the Study Area before an acceptable remedy could be determined for the Site. The scope of work for the additional investigation was set forth in the Order and described in the Phase 4 RI Workplan.

Recently, EnviroForensics completed the Phase 4 RI. The scope of work included installation of nine wells; a B and C-Unit monitoring/extraction well (VMW-23B, VMW-24C); additional B, C, D, and E aquifer monitoring wells (VMW-12C, VMW-26B/C, VMW-25B/C/D/E); and the collection of an grab groundwater sample at 446 feet bgs. Well construction and boring log summaries for these activities are presented in *Aquifer Testing Results and Interim Groundwater Extraction System Design Basis Memorandum* (Henshaw, January 29, 2002). EnviroForensics also completed seven quarters of groundwater monitoring activities during the 2001 and 2002 calendar years as required by the Order. Pursuant to Paragraph 4(c) of the Order, so long as the

Order is in effect, EnviroForensics will continue to sample and monitor groundwater on a quarterly basis until trial commences.

2.7 Applicable and Relevant and Appropriate Requirements (ARARs)

According to California Health and Safety Code Section 25256.1, remedial actions must be based on the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) established pursuant CERCLA. A key component of the NCP is the requirement that final remedial actions achieve a level of cleanup that protects human health and the environment and also comply with applicable or relevant and appropriate requirements (ARARs). Under CERCLA if hazardous substances are to remain onsite, remedial measures must attain legally ARARs [CERCLA (121)(d)(2)(a)]. ARARs are defined in CERCLA as federal and state promulgated standards, requirements, or limitations of federal environmental laws and any more stringent standards, requirements, or limitations of state environmental or facility siting laws.

Applicable Requirements are "those cleanup standards, standards of control, and other substantive environmental protection requirements, criteria, or limitations promulgated under federal or state or facility siting laws that specifically address a hazardous substance, pollutant, COC, remedial action, location, or other circumstance at CERCLA site." [CFR 300.5].

Relevant and Appropriate requirements are "those same cleanup standards, standards of control, and other substantive environmental protection requirements, criteria, or limitations promulgated under federal or state or facility siting laws that, while not 'applicable' to a hazardous substance, pollutant, COC, remedial action, location, or other circumstance at CERCLA site that their use is well suited to the particular site." [Code of Federal Regulations (CFR) 300.5].

In addition, federal and state agencies may also use 'to-be-considered' requirements (TBCs), which are non-promulgated criteria, advisories, guidance, or proposed regulations issued by the federal or state governments that are not legally binding and do not have the status of ARARs, in developing CERCLA requirements.



2.7.1 *Determination and Identification of Site-Specific ARARs*

An ARAR evaluation was initially performed for the Site by Brown and Caldwell in its *Final Feasibility Study Report* dated October, 1994. In its evaluation, Brown and Caldwell used a two-step process to determine whether a federal or state or facility siting requirement was applicable or relevant and appropriate for the COCs associated with the Site. In the event that a requirement was deemed not applicable, Brown and Caldwell made a determination whether that requirement was relevant and appropriate. Brown and Caldwell evaluated all federal and state ARARs and TBCs including the State Water Quality Control Plan for the Central Valley Basin ("Basin Plan"), and State Board Resolutions 68-16A and 92-49. A copy of the Brown and Caldwell's ARAR evaluation is presented in Appendix B.

Brown and Caldwell concluded that the potential ARARs for the Site would be the State of California promulgated primary MCLs, which for TCE, and PCE is 5 $\mu\text{g/L}$ while the MCL for 1,1-dichloroethylene is 6 $\mu\text{g/L}$. MCLs are enforceable standards adopted by the DTSC for drinking water supplies.

For the purpose of this Work Plan, EnviroForensics will continue to follow the potential ARARs determined by Brown and Caldwell (1994) until an updated evaluation is conducted, as discussed in Section 5.2 of this Work Plan.

2.7.2 *ARAR Waivers*

Under Section 121 (d)(4) of CERCLA and 40 CFR 300.430(f)(1)(ii)(C)(1)-(5) applicable or relevant and appropriate requirements (ARARs) may be waved in the following circumstances:

- The selected remedial action is an interim measure and will become part of a total remedial action that will attain ARARs when completed.
- Compliance with the ARAR will result in greater risk to human health and environment than other alternatives.
- Compliance with the ARAR is technically impracticable from an engineering perspective.
- The selected remedial action will attain a standard of performance equivalent to the ARAR through use of another method or approach.



- The ARAR is a state requirement which the state has not consistently applied, or demonstrated the intention to consistently apply, in similar circumstances.

Although CERCLA allows for an interim remedial measure to be implemented without ARARS, to accommodate state regulatory concerns, until an updated ARAR evaluation is performed (as discussed in Section 5.2). The Work Plan contemplates that the current proposed ARARs (i.e., MCLs) for the Site will continue to be followed.

EXHIBIT C

RECORDING REQUEST, BY:
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
Sacramento Office
8800 Cal Center Drive
Sacramento, California 95826-3200

WHEN RECORDED, MAIL TO:
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
Sacramento Office
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James Tjosvold, Chief
Northern California-Central
Cleanup Operations Branch

(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: 365 and 395 East 20th Street, Chico California

This Covenant and Agreement ("Covenant") is made by and between Western Resources, Inc., as Receiver for the Victor Muscat Trusts "WRI") and Albert Campbell and Robert Tiberiis in their representative capacities as Executors of the Estate of Victor Muscat ("Estate Defendants") (collectively, the "Covenantors"), to the extent of their respective ownership interests, if any, in property situated in Chico, County of Butte, State of California, described as Assessor Parcel Numbers 000-240-002-000, 005-480-078-000 and 005-480-068-000 (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials as defined in California Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 4.11 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by East 20th Street on the northwest, Fair Street on the east and extends beyond Pavis Court on the southwest, County of Butte, State of California. This Property is more specifically described as Butte County Assessor's Parcel Numbers 000-240-002-000, 005-480-078-000 and 005-480-068-000.

1.02. Between 1906 and 1951, the Property was part of a railroad yard owned and operated by the Chico Electric Railway and later the Sacramento Northern Railroad Company. The yard was used to build and maintain rail cars, electric motors, and electric locomotives and to scrap rolling stock. Heavy metals may have been released to the soil by operation of the railroad yard. Between 1958 and 1985, an aluminum tube and can manufacturing business operated on the Property. That business used several volatile organic solvents, including trichloroethylene (TCE) and later tetrachloroethylene (PCE). Used solvent was reportedly disposed of on the Property.

1.03. The Property is a portion of a site being investigated and remediated for contamination by hazardous substances. The full extent of contamination and the final remedial actions that will be required for the Property and other areas of the site have not yet been determined. However, because hazardous materials, as defined in H&SC section 25260, including arsenic, PCE, TCE and their hazardous substance breakdown products, have been detected in the soil at the Property and in the groundwater in and under the Property, the Department concludes that a land use covenant is required for the Property.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means anyone who at any time holds title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and California Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by, the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive

owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of Release of Hazardous Substances. Prior to the sale, lease or sublease of the Property, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect a proposed conveyance, except as otherwise provided by law, by administrative order, by agreement, or by a specific provision of this Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.
- (b) Any excavated, contaminated soils shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property.
- (d) The Owner or Occupant shall provide the Department written notice of any damage to any monitoring wells located on the Property. If such damage is caused by or legally attributable to the Owner or Occupant, the Owner or Occupant shall repair it immediately.
- (e) The Owner or Occupant shall provide the Department written notice regarding any observation of possible environmental contamination associated with past or present activities on the Property within fourteen (14) days of the event or observation.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of food (cattle, food crops, etc.);
- (b) Drilling for water, oil, or gas without prior written approval by the Department.
- (c) Extraction of groundwater for purposes other than site remediation or construction dewatering.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, investigation and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

4.05. Access for Implementing O&M. Any entity or person responsible for implementing Operation and Maintenance Activities shall have reasonable right of entry on and access to the Property for the purpose of implementing the Operation and Maintenance Activities until the Department determines that no further Operation and Maintenance is required.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantors or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantors or Owner modify or remove any Improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantors, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. Covenantors, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all

or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies and departments, or any other successor entities.

7.03. Recordation. DTSC shall record this Covenant, with all referenced Exhibits, in the County of Butte within a reasonable time after receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Property Owner
365 East 20th Street
Chico, California 95928

To Department: Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James Tjosvold, Chief
Northern California-Central
Cleanup Operations Branch

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantors"

Date: _____

By: _____

Date: _____

By: _____

"Department"

Date: _____

By: _____

James L. Tjosvold, Chief
Northern California Central
Cleanup Operations Branch

EXHIBIT A

PARCEL I:

Being a portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., said portion being particularly described as follows:

BEGINNING at an iron pipe on the Southeasterly line of 20th Street, formerly 8th Street, as shown on the Official Map of Mulberry Tract Subdivision #1, recorded in the office of the Recorder of the County of Butte, State of California, on March 14, 1907 in Map Book 6, at page 90, distant thereon North 35° 50' East 664.61 feet from the Northeasterly line of Park Avenue, said point being the most Northerly corner of that certain 6.89 acre tract of land conveyed by Sacramento Northern Railway to Victor Industries Corporation, by Deed dated March 4, 1955, recorded March 7, 1955 in Book 758, page 105 of Official Records of Butte County, State of California; from said point of beginning the intersection of the Southeasterly production of the centerline of Hemlock Street as shown on said Map and said Southeasterly line of 20th Street, bears North 35° 50' East along said Southeasterly line, a distance of 2.39 feet; as shown on the survey made by Polk & Batham, January, 1955; thence from said point of beginning, North 35° 50' East along said Southeasterly line of 20th Street, a distance of 241.12 feet, more or less, to an iron pipe marking the most Westerly corner of that certain 0.015 acre tract of land conveyed by Sacramento Northern Railway to California Prune & Apricot Growers Association by Deed dated October 29, 1947, recorded November 29, 1947 in Book 421 of Official Records of Butte County, at page 251; thence South 41° 51' East along the Westerly line of said tract so conveyed by last said Deed (the bearing of said Westerly line being given in said Deed as North 41° 47" West), a distance of 285.03 feet to an iron pipe set at the most Southerly corner of said tract conveyed by last said Deed; thence South 35° 50' West parallel with said Southeasterly line of 20th Street, a distance of 180.15 feet, more or less, to a point on the Northeasterly line of said 6.89 acre tract; thence North 54° 12' West along said Northeasterly line, a distance of 278.47 feet to the point of beginning.

AP No. 005-480-078

PARCEL II:

A parcel of land in the Northwest quarter of Section 36 in Township 22 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at an iron pipe marking the intersection of the Southerly line of 20th (formerly 8th) Street and the Westerly line of Chico Avenue, according to the Official Map of Mulberry Tract, Subdivision Number 1,
(Continued)

Valley Syndicate Addition to Chico, filed in the office of the County Recorder of the County of Butte, State of California, March 14, 1907 in Map Book 6, at page 90; running thence South 41° 47' East along said line of Chico Avenue 300.0 feet to an iron pipe; thence South 48° 13' West 66.6 feet; to an iron pipe 9.0 feet Easterly of the center of a spur track of Sacramento Northern Railway; thence North 41° 40' West 285.56 feet parallel with said track to an iron pipe on the Southerly line of 20th Street aforementioned; thence North 35° 54' East along last mentioned line 67.6 feet to the point of beginning.

EXCEPTING THEREFROM that parcel of land conveyed to the City of Chico by Deed recorded September 15, 1966, in Book 1443, of Official Records, at page 292.

Portion of AP No. 005-240-002

PARCEL III:

A parcel of land in the Northwest quarter of Section 36 in Township 22 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at an iron pipe marking the intersection of the Southerly line of 20th (formerly 8th) Street and the Westerly line of Chico Avenue, according to the Official Map of Mulberry Tract, Subdivision Number 1, Valley Syndicate Addition to Chico, filed in the office of the County Recorder of the County of Butte, State of California, March 14, 1907, in Map Book 6, at page 90; running thence South 41° 47' East along said line of Chico Avenue 300 feet to an iron pipe; thence South 48° 13' West 66.6 feet to an iron pipe and the point of beginning of the parcel of land herein described; thence continuing South 48° 13' West 1.95 feet to a point; thence North 41° 47' West 285.03 feet to a point on the Southerly line of 20th Street aforementioned; thence North 35° 54' East along last mentioned line, 2.56 feet to an iron pipe; thence South 41° 40' East 285.56 feet to the point of beginning of the parcel of land herein described.

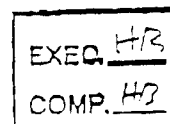
Portion of AP No. 005-240-002

PARCEL VI:

A portion of Section 36, Township 22 North, Range 1 East, M.D.B. & M., County of Butte, State of California, said portion being more particularly described as follows:

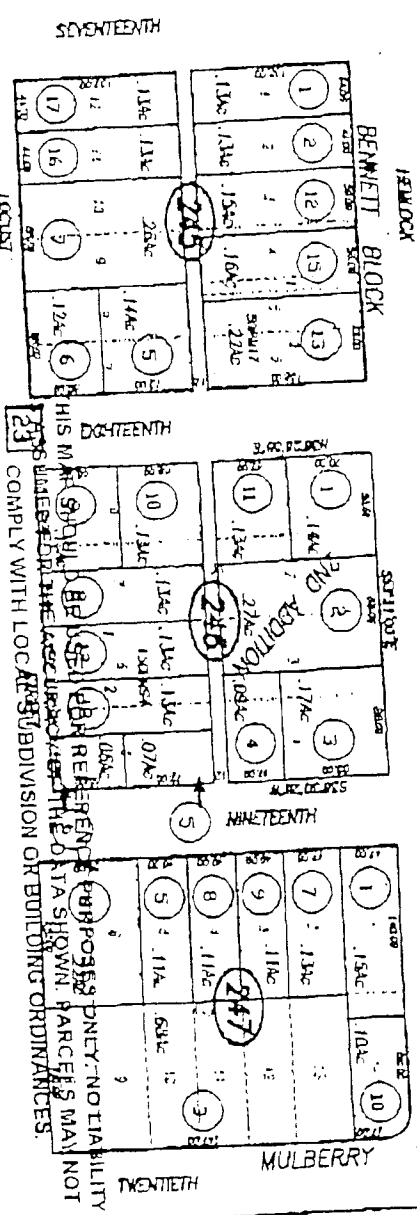
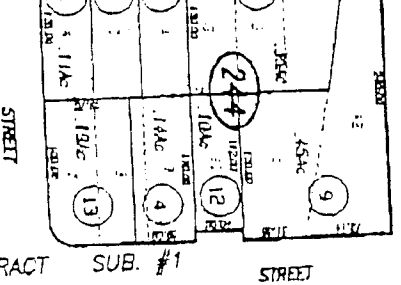
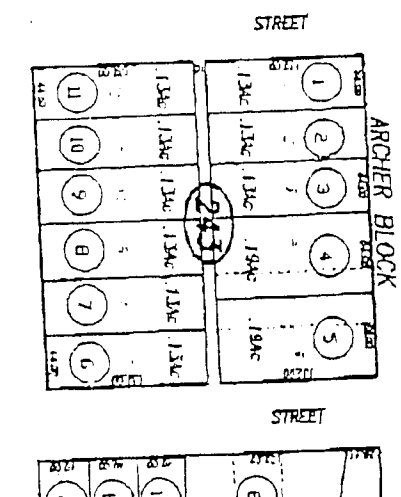
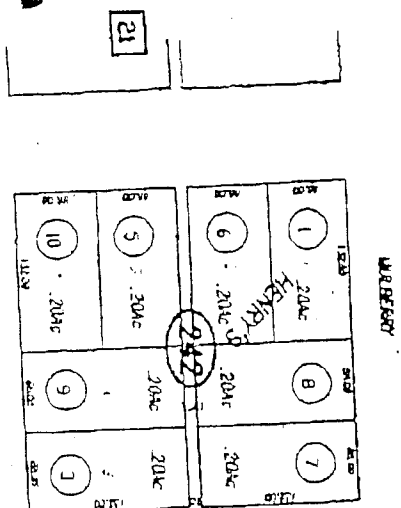
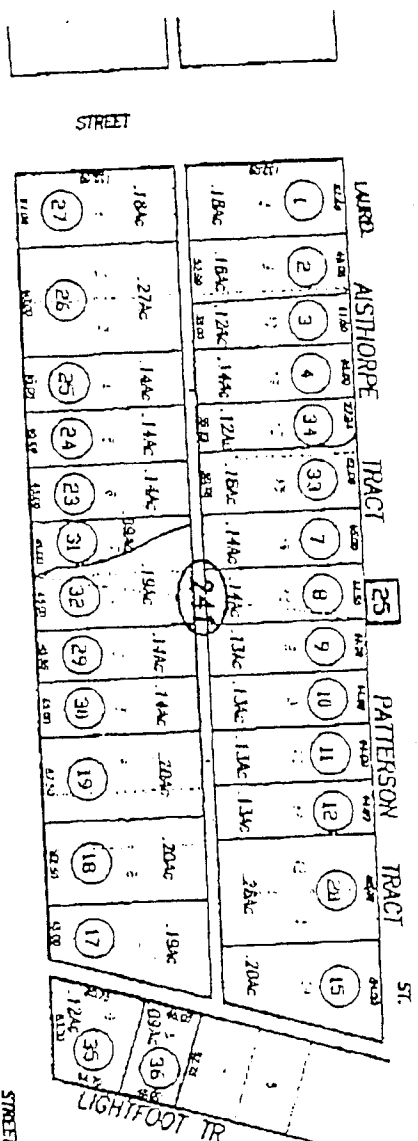
Parcel 3, as shown on the Parcel Map recorded November 6, 1980, in Map Book 79, at page 69, in Recorder's Office, County of Butte, State of California.

AP No. 005-480-068



05-24

CITY OF CHICO
T.22N. R.1E. M.D.B.&M.



48
LIGHTFOOT TRACT 9 MOR 12
ASTHORE TRACT 4 MOR 12 & 25
BENNETT BLOCK 4 MOR 21
PATERSON TRACT 4 MOR 18
ARCHER BLOCK 4 MOR 5
HEDWIG'S TRACT 1 MOR 21
MULBERRY TRACT SUB #1 6 MOR 9

FLY STREET
TRACT II and III

Butte County Assessor's Map
Book 05, Page 24

NOTES: These parcels are for assessment purposes only and may not constitute legal parcels.

CREATED BY: [] DATE: 1-15-2007
RECEIVED BY: [] DATE: 1-18-2007
FILED BY: [] DATE: 1-18-2007

Approved by Butte County Assessor's Office

05-48

44

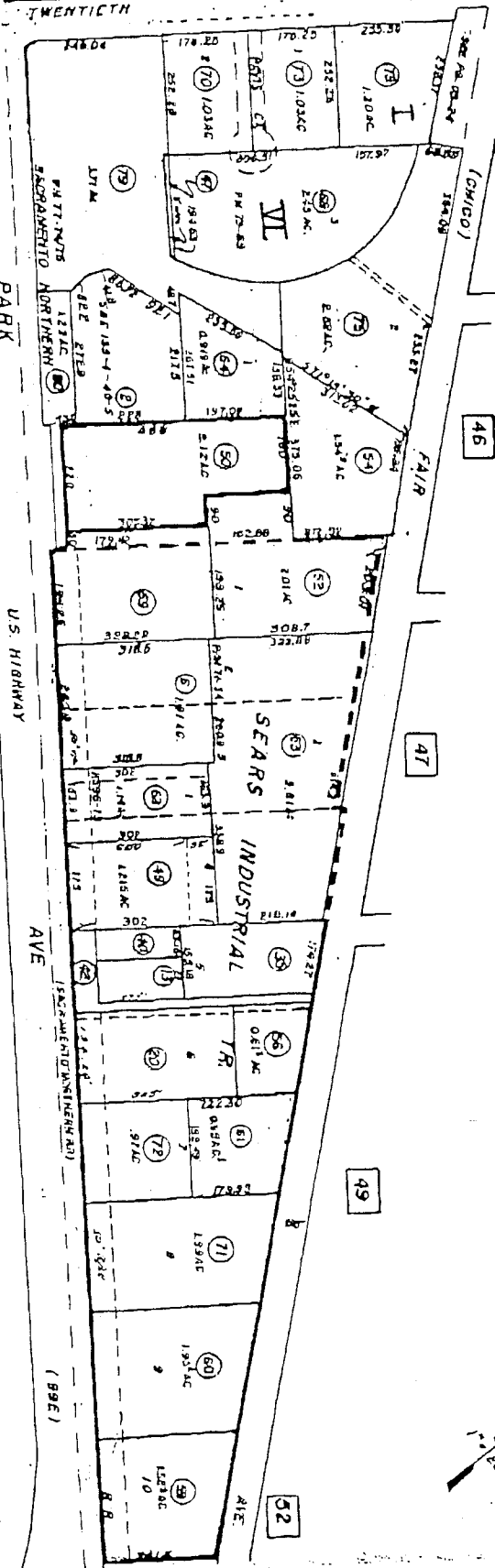
SEARS INDUSTRIAL TRACT T.22N.R.1E.MDB&M.

46

47

49

52



28

SEARS INDUSTRIAL TR. N.O.R. 91 9 10 45A

39-43

THIS IS NOT A SURVEY
THIS IS A COPY OF THE COUNTY ASSESSORS
PLAT MAP AND IS PROVIDED SOLELY TO AID IN
LOCATING THE LAND IN RESPECT TO ROADS AND
OTHER PARCELS. FIDELITY NATIONAL TITLE CO.
ASSUMES NO LIABILITY FOR ANY LOSS
OCCURRING BY REASON OF RELIANCE
THEREON.

REVISED: 3-91

Assessor's Map No. 05-48
County of Butte, Calif.

United States District Court
for the
Eastern District of California
June 14, 2004

crf

* * CERTIFICATE OF SERVICE * *

2:93-cv-00604

California

v.

Campbell

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on June 14, 2004, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

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101 Second Street
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San Francisco, CA 94105-3601

MP/FCD

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Sagaser Franson and Jones
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Second Floor
Fresno, CA 93717-1632

Maria Patrizio
PRO HAC VICE
Kavanagh Maloney and Osnato LLP
415 Madison Avenue
New York, NY 10017

Scott Scott McGowan Executor of the Estate of Clay McGowan
202 Mission Serra Ter
Chico, CA 95926-5114

Jack L. Wagner, Clerk

BY:


Deputy Clerk